

DEC 20 1994

Washington, D.C. 20554

**FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY**

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because until the Commission's Memorandum Opinion and Order and Hearing Designation Order, FCC 94-298, released November 28, 1994, ETC had a validly issued authorization to construct and operate the Atlantic City System. That decision rescinded ETC's authorization, and thereby returned its application to pending status. The submission of the Exercise Agreement is being made within 30 days of the November 28 decision and is therefore timely. Thus, ETC submits that good cause exists for acceptance of the subject amendment.

Respectfully submitted,

ELLIS THOMPSON CORPORATION

By:



Stuart F. Feldstein  
Richard Rubin  
Christopher G. Wood

Its Attorneys

Fleischman and Walsh, L.L.P.  
1400 Sixteenth Street, N.W.  
Washington, D.C. 20036  
(202) 939-7900

December 20, 1994

21238

Ellis Thompson Corporation  
203 N.E. 107th Street  
Vancouver, Washington 98685-5201


AMENDMENT

Re: Ellis Thompson Corporation  
DPCRTS Application  
Cellular Market 134A, Atlantic City, NJ  
File No. 14261-CL-P-134-A-86

Pursuant to Section 1.65 of the Federal Communications Commission's Rules, 47 C.F.R. §1.65, the Ellis Thompson Corporation ("ETC") hereby amends its above-referenced application for an authorization to construct and operate a nonwireline cellular telephone system in the Atlantic City, New Jersey MSA, Market No. 134A, to include the attached copy of an Exercise Agreement dated May 20, 1992 among Mr. Ellis Thompson, ETC, Amcell of Atlantic City, Inc. and American Cellular Network Corp.

Pursuant to Section 1.2002 of the Commission's Rules, 47 C.F.R. §1.2002, the undersigned certifies that neither ETC nor any party to this filing is subject to denial of Federal Benefits -- including FCC benefits -- pursuant to Section 5031 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. §853a.

Respectfully submitted,

By:   
David A. Lokting, Assistant Secretary

Date: 12.19.94

## EXERCISE AGREEMENT

This EXERCISE AGREEMENT (the "Agreement") is entered into this 20th day of May, 1992 among ELLIS THOMPSON, an individual ("Thompson"), ELLIS THOMPSON CORPORATION, an Oregon corporation ("ETC"), ANCELL OF ATLANTIC CITY, INC., a New Jersey corporation ("Ancell Atlantic") and AMERICAN CELLULAR NETWORK CORP., a New Jersey corporation ("Ancell").

### BACKGROUND

Thompson is the sole shareholder of ETC. ETC is the licensee of the non-wireline cellular telephone system serving the Atlantic City, New Jersey Metropolitan Statistical Area (such system, including all licenses and authorizations issued by the Federal Communications Commission ("FCC") for such system, referred to herein collectively as the "System".)

Thompson and certain others are parties to the Cellular Management Services Settlement Agreement executed by Thompson on April 7, 1986 (the "CMS Agreement"). The CMS Agreement provides, *inter alia*, that a two-thirds majority vote of the interest holders under the CMS Agreement (the "CMS Consent") is required to transfer control of the FCC license for the System. Ancell owns an approximately 36% interest in the System under the CMS Agreement on the date hereof.

Telephones and Data Systems, Inc. ("TDS"), Thompson and ETC are parties to an Agreement dated June 12, 1986 (the "Original TDS Agreement"), as amended on December 5, 1986, and as amended further on June 14, 1987 (the "Second TDS Amendment") (the

Original TDS Agreement together with the Second TDS Amendment, referred to herein together as the "TDS Documents"). The Second TDS Amendment purports to provide, among other things, that Thompson shall use his best efforts to form a limited partnership to act as the licensee of the System and that ETC would own a 10% general partnership interest, Thompson would own a 40.01% limited partnership interest and certain parties to the CMS Agreement or their successors would own, in the aggregate, a 49.99% limited partnership interest. The Second TDS Amendment also purports to grant United States Cellular Corporation ("USCC"), a subsidiary of TDS, an option to acquire Thompson's limited partnership interest and ETC's general partnership interest in such partnership on specified terms and conditions.

Ancell, Ancell Atlantic, Thompson and ETC are parties to a Contingent Option Agreement dated December 30, 1987 (the "Original Ancell Agreement"), as amended by Amendment No. 1 to Indemnity Agreement and Contingent Option Agreement dated September 8, 1988 (the "First Ancell Amendment"), and as further amended by Amendment No. 2 to Contingent Option Agreement dated May 22, 1990 (the "Second Ancell Amendment") (the Original Ancell Agreement, the First Ancell Amendment and the Second Ancell Amendment referred to herein collectively as the "Ancell Agreement"), pursuant to which, among other things, Ancell Atlantic grants to Thompson a contingent option (the "Thompson Option") to require Ancell Atlantic to acquire all of Thompson's and ETC's right, title and interest, both legal and equitable, in

the System and ETC (collectively, the "Interest"), exercisable in certain contingent circumstances, including in the event that the TDS Documents are held to be unenforceable by final judgment of a court of competent jurisdiction.

On May 21, 1990, Thompson and ETC filed a complaint for declaratory relief in the Circuit Court of the State of Oregon for the County of Multnomah (the "Court") seeking a declaration by the Court that the Second TDS Amendment was void and unenforceable. On April 10, 1992, the Court entered a declaratory judgment (the "Judgment") that, inter alia, the TDS Documents are void and unenforceable. On April 23, 1992, TDS filed a notice of appeal of the Judgment to the Court of Appeals of the State of Oregon.

Thompson desires to exercise the Thompson Option, Amcell Atlantic desires to permit such exercise, and all parties desire to perform the Amcell Agreement, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Exercise of the Thompson Option. The parties agree that the entry of the Judgment constitutes an "Option Event" as such term is defined in the Amcell Agreement; accordingly, the Thompson Option became exercisable on and after April 10, 1992 pursuant to its terms. This Agreement shall constitute Thompson's notice to Amcell Atlantic of his intention to exercise

the Thompson Option as required thereby, which notice Amcell Atlantic agrees is timely thereunder.

2. Option Price. The terms and conditions of this Section 2 are in lieu of and supersede Paragraph 4 of the Original Amcell Agreement, as amended, in its entirety. Amcell Atlantic shall pay Thompson the following amounts at the following times, on the following terms and conditions, in full payment for (i) the agreements of Thompson and ETC contained herein and (ii) in the event of a Closing (as such term is defined in Section 5 below), the transfer to Amcell Atlantic of the Interest:

(a) On the date hereof, Amcell Atlantic shall pay to Thompson an amount in cash of Seven Hundred Thousand Dollars (\$700,000). Such amount shall be non-refundable and shall be retained by Thompson in all circumstances.

(b) If a Closing occurs, then on the Closing Date (as such term is defined in Section 5 below), Amcell Atlantic shall pay to Thompson an additional amount in cash of One Million Dollars (\$1,000,000). Such amount shall be non-refundable and shall be retained by Thompson in all circumstances.

(c) (i) If a Closing occurs, then on the Closing Date, Amcell Atlantic shall deliver to Thompson a note (the "Note") in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Principal Amount"), payable in full (subject to being deemed void as set forth in subsection 2(c)(iii) below) on the date (the "Principal Payment Date") which is the first to occur of:

(A) the eighth (8th) anniversary of the Closing Date; or

(B) the date on which the Application (as such term is defined in subsection 4(a) below) is approved by the FCC by Final Order (as such term is defined in subsection 2(g) below), free of any term or condition materially adverse to Ancell Atlantic or Ancell (in their sole reasonable judgment), provided that there are then no outstanding court or FCC actions being prosecuted or overtly threatened by TDS, USCC or any of their affiliates, successors or assigns (collectively, the "TDS Group") which in the sole reasonable judgment of Ancell and Ancell Atlantic could result in a "Divestiture Event" (such date being the "FCC Final Order Date"). For purposes of this Agreement, a "Divestiture Event" means (1) any lien, claim or other encumbrance with respect to, or the imposition of any requirement to divest, return to Thompson, transfer to any of the TDS Group or otherwise involuntarily transfer ownership of, any material portion or all of the Interest, or (2) a material impairment to or cancellation or revocation of any of the FCC licenses relating to the System. From and after the Principal Payment Date, all amounts owing under the Note shall be paid, and all amounts paid shall be non-refundable and shall be retained by Thompson in all circumstances.

(ii) Interest shall accrue on the unpaid principal balance of the Note at a rate of seven and one-eighth percent (7 1/8%) per annum, and shall be payable on the last business day of



each calendar month following the Closing Date and on the first to occur of the Principal Payment Date or the date on which the Note is deemed void pursuant to subsection 2(c)(iii) below. All interest payments made shall be non-refundable and shall be retained by Thompson in all circumstances.

(iii) If the Principal Payment Date has not already occurred, the Note shall be deemed void and of no further force and effect from and after such time, if any, as there occurs a Divestiture Event by Final Order of the FCC or a court.

(d) Only in the event that the Note has not previously been deemed void as set forth in subsection 2(c)(iii) above, then on the Principal Payment Date, Amcell Atlantic shall pay to Thompson an additional amount in cash of Two Million Dollars (\$2,000,000). Upon such payment, such amount shall be non-refundable and shall be retained by Thompson in all circumstances.

(e) (i) On the FCC Final Order Date, if any, and only on such date, Amcell Atlantic shall pay to Thompson an additional amount in cash (the "Earnings Payment") equal to: (A) the sum of (1) 50.01% of ETC's retained earnings as of the end of the calendar month immediately preceding the Closing Date (if the Closing Date is other than the final business day of a calendar month) or as of the Closing Date (if the Closing Date is the final business day of a calendar month), whichever is applicable, as determined by ETC in accordance with generally accepted accounting principles consistently applied (the "Earnings

~~=Amount")~~ plus (2) an amount equal to seven and one-eighth percent ( $7 \frac{1}{8}\%$ ) of the Earnings Amount calculated on a compounded per annum basis for the period of time from the Closing Date through the date on which the Earnings Payment is payable; reduced (but not below zero) by (B) the sum of (x) 50.01% of the amount of each payment made by or on behalf of Ancell Atlantic and/or ETC pursuant to the provisions of subsection 4(e) below (an "Indemnity Amount") plus (y) an amount equal to seven and one-eighth percent ( $7 \frac{1}{8}\%$ ) of each Indemnity Amount calculated on a compounded per annum basis for the period of time from the date of the making of each such payment through the date on which the Earnings Payment is payable. Upon such payment, such amount shall be non-refundable and shall be retained by Thompson in all circumstances.

(ii) ETC shall provide written notice to Thompson of the Earnings Amount within ninety (90) days following the Closing Date.

(iii) Notwithstanding the foregoing, Ancell Atlantic's obligation to make the Earnings Payment shall terminate and be of no force and effect at such time, if any, as there occurs a Divestiture Event by Final Order of the FCC or a court.

(f) All payments to be made hereunder by Ancell Atlantic to Thompson shall be made by wire transfer of immediately available funds to an account designated in writing by Thompson.

(g) As used in this Agreement, an order shall be deemed to be a "Final Order" when the time for filing a request or claim for any possible administrative and/or judicial relief therefrom has expired without any such filing or claim having been made, or in the event any such filing or claim has been made, when it and any subsequent further such filings or claims for relief shall have been disposed of favorably to the interests of Ancell Atlantic, Ancell, Thompson and/or ETC (as the case may be), and the time for securing all possible further administrative and/or judicial relief on appeal therefrom shall have expired without any such further filing or claim having been made, and at any such time there is not then pending any such filings or claims, nor has the FCC (if applicable) taken the order under reconsideration on its own motion.

**3. Representations and Warranties.**

(a) Thompson and ETC hereby represent and warrant to Ancell Atlantic and Ancell as follows:

(i) ETC is a corporation duly organized, validly existing and in good standing under the laws of the State of Oregon, and has the corporate authority to enter into and perform its obligations under this Agreement.

(ii) The execution, delivery and performance of this Agreement by ETC have been duly authorized by all necessary corporate action. This Agreement has been duly executed by each of Thompson and ETC and constitutes the legal, valid and binding obligation of each of Thompson and ETC, enforceable against each

of them in accordance with its terms, except as the enforceability hereof may be affected by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or similar laws or equitable principles affecting creditors rights generally.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby does not and will not, with or without the giving of notice, the lapse of time, or both: (A) result in the imposition of any lien, claim or encumbrance on or with respect to the Interest; (B) result in the breach of or conflict with any of the terms and provisions of the Articles of Incorporation or by-laws of ETC; or (C) other than in connection with obtaining the FCC approval referred to in subsection 5(a) below, require (to Thompson's or ETC's knowledge) the consent of any third party under, conflict with or result in a breach of or constitute a default under any applicable judgment, decree, order or award of any court, governmental body or arbitrator, or any applicable law, rule or regulation binding upon or affecting either Thompson or ETC.

(iv) Neither Thompson (with respect to the System) nor ETC (in any respect) has entered into any agreement other than (A) the CMS Agreement, (B) the Original TDS Agreement, as amended, (C) the Ancell Agreement, (D) the Indemnity Agreement dated December 30, 1987 with Ancell Atlantic and Ancell, as amended (the "Ancell Indemnity Agreement"), (E) the Indemnity Agreement dated May 7, 1990 (the "ETC Indemnity Agreement") in favor of Thompson, (F) the Loan Agreement dated February 15,

1989, as amended (the "Loan Agreement") with Provident National Bank (the "Bank"), (G) the Agreement dated December 30, 1987, as amended, (the "Switching Agreement") with Amcell Atlantic relating to the construction, maintenance, switching services and management of the System, and (H) other agreements relating to the operation and development of the System that have been disclosed to Amcell Atlantic.

(v) ETC has no business other than the ownership and operation of the System, and has no assets or liabilities other than those associated therewith.

(b) Amcell Atlantic and Amcell hereby represent and warrant to Thompson and ETC as follows:

(i) Each of Amcell Atlantic and Amcell is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, and has the corporate authority to enter into and perform its obligations under this Agreement.

(ii) The execution, delivery and performance of this Agreement by each of Amcell Atlantic and Amcell have been duly authorized by all necessary corporation action. This Agreement has been duly executed by each of Amcell Atlantic and Amcell and constitutes the legal, valid and binding obligation of each of Amcell Atlantic and Amcell, enforceable against each of them in accordance with its terms, except as the enforceability hereof may be affected by bankruptcy, insolvency, reorganization,

fraudulent transfer, moratorium or similar laws or equitable principles affecting creditors rights generally.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not, with or without giving the notice, the lapse of time, or both: (A) result in the breach of or conflict with any of the terms and provisions of the Certificate of Incorporation or by-laws of either Amcell Atlantic or Amcell; or (B) other than in connection with obtaining the FCC approval referred to in subsection 5(a) below, require the consent of any third party under, conflict with or result in a breach of or constitute a default under any applicable judgment, decree, order or award of any court, governmental body or arbitrator, or any applicable law, rule or regulation binding upon or affecting either Amcell Atlantic or Amcell.

(iv) Amcell Atlantic acknowledges it has not required Thompson and ETC to make extensive representations and warranties herein relating to the business of the System because of its familiarity therewith obtained through managing the development and operation thereof, subject to Thompson's and ETC's control, oversight and review.

#### 4. Covenants.

(a) Within fifteen (15) business days following the date hereof, Thompson and ETC, on the one hand, and Amcell Atlantic and Amcell, on the other hand, shall file an application (the "Application") to obtain the consent of the FCC to the

transfer of control of the System which would be effected by the Closing and each shall use his/its best efforts to cause the FCC Final Order Date to occur as promptly as possible.

(b) As soon as practicable following the date hereof, ETC shall, at its sole expense, take any and all such actions as may be required to obtain the CMS Consent with respect to: (i) the sale of control of the FCC license for the System to be effected at the Closing; (ii) the distribution of the appropriate percentage of shares of common stock in ETC to all holders of beneficial interests in the System; (iii) the use of ETC, a corporation with a single class of undifferentiated equity interests, as the type of entity to own the System; and (iv) the forms of the Articles of Incorporation, as amended, by-laws, as amended, and common stock certificate of ETC to be in effect following the Closing Date. The initial mailing of written materials relating to the CMS Consent to all interest holders in the System shall be made by ETC within forty-five (45) days following the date hereof.

(c) Thompson and Ancell Atlantic will each vote their respective interests under the CMS Agreement and in ETC "FOR" the matters set forth in subsection (b) above in connection with obtaining the CMS Consent.

(d) If a Closing occurs, Thompson shall resign as a director and officer of ETC effective as of the close of business on the Closing Date, and any and all compensation payable to

Thompson in connection with his services in such capacities shall thereupon cease.

(e) Amcell Atlantic and Amcell agree that they shall continue in effect the Amcell Indemnity Agreement. Amcell and Amcell Atlantic further agree that, if a Closing occurs, they shall cause ETC to continue in effect the ETC Indemnity Agreement and the provisions of Articles VII and VIII of the Articles of Incorporation of ETC (collectively, the "ETC Indemnity Agreements"), for the benefit of Thompson, provided that notwithstanding the provisions of any such instruments to the contrary: (i) the provisions thereof shall apply for the benefit of Thompson only with respect to any acts or omissions of Thompson through the Closing Date; and (ii) the provisions of the last full paragraph of paragraph 1 of the original Amcell Indemnity Agreement (beginning on the bottom of page 4 thereof and concluding on the top of page 5 thereof) shall apply with respect to the application of all such instruments for the benefit of Thompson, provided that Amcell Atlantic and Amcell agree that in the event that Thompson's interests in a matter may be different than those of Amcell Atlantic or Amcell, Thompson shall be entitled to separate counsel with respect thereto.

5. Conditions to Closing. The terms and conditions of this Section 5 are in lieu of and supersede Paragraph 6 of the Original Amcell Agreement in its entirety. Listed below are the conditions precedent to the obligation of Amcell Atlantic and Amcell to effect the transfer of the Interest by Thompson and ETC



to Amcell Atlantic (the "Closing"), of which only subsections (c), (d) and (e) below may be waived and they may be waived only by Amcell Atlantic and Amcell. Closing shall take place on that date which is the tenth (10th) business day (the "Closing Date") following the first date on which both of the conditions specified in subsections (a) and (b) below have been fulfilled, provided that on such date all other conditions precedent contained herein have then been fulfilled or so waived. Closing shall take place at 10:00 a.m. local time on the Closing Date at the office of Thompson's and ETC's counsel, Stoll, Stoll, Berne & Lokting, P.C., 209 S.W. Oak Street, Portland, Oregon, and shall be deemed to be effective as of the close of business on the Closing Date. Such conditions precedent to Closing are:

(a) The first approval of the Application by the FCC (or its Mobile Services Division or Common Carrier Bureau) pursuant to which the Closing may occur under FCC rules and regulations shall have been received (which approval need not be by Final Order).

(b) The CMS Consent with respect to the matters set forth in subsection 4(b) above shall have been obtained.

(c) The Judgment shall not have been reversed on appeal, in whole or in part.

(d) All consents and approvals of the Bank required pursuant to the Loan Agreement with respect to the consummation of the transactions contemplated hereby shall have been obtained.

(e) There shall be no outstanding FCC or court action being prosecuted or threatened by any third party seeking to enjoin or otherwise challenge the transactions contemplated hereby which has not been disposed of favorably to Thompson, ETC, Amcell Atlantic and Amcell by an order or judgment (which need not be a Final Order).

(f) There shall be no injunction (preliminary or permanent) with respect to the transactions contemplated hereby.

(g) Thompson and ETC shall have delivered to Amcell Atlantic a Bill of Sale and Assignment Agreement, in the form of Exhibit 5(g) attached hereto and made a part hereof, evidencing the transfer of the Interest.

(h) Thompson shall have delivered to Amcell Atlantic his resignation as required by subsection 4(d) above.

(i) Thompson shall have executed a written consent as the sole shareholder of ETC electing a person or persons designated by Amcell Atlantic as the sole directors of ETC effective as of the close of business on the Closing Date.

**6. The Amcell Agreement.**

(a) The Amcell Agreement is hereby confirmed and shall continue in effect as amended by the terms and conditions of this Agreement. In the event that Closing hereunder does not occur for any reason, or that following Closing a Divestiture Event occurs, and in either such case at such time there is no legal reason why the Amcell Agreement may not then continue in effect,

then the Thompson Option shall be revived and the Amcell Option (as such term is defined in the Amcell Agreement) shall continue in effect, provided that in such circumstances the option holder shall then have a period of up to one (1) year from the date of such revival to give notice of exercise of the option.

(b) In addition to, and subject to, the other terms of this Agreement that modify the Amcell Agreement, the Amcell Agreement is amended as follows:

(i) Paragraph 4 of the Second Amcell Amendment is amended to provide in its entirety as follows: In the event that (A) Thompson or ETC sells, transfers or conveys the entire 50.01% interest in the System to TDS, pursuant to the TDS Documents, whether by a sale of equity interests or assets, or (B) Thompson or ETC sells, transfers or conveys a portion of the interest in the System to TDS pursuant to the TDS Documents, whether by a sale of equity interests or assets, and either retains the remaining portion of the interest in the System or sells, transfers or conveys all or part of the remaining portion of the interest in the System to Amcell Atlantic pursuant to the Amcell Agreement, then Amcell Atlantic shall pay to Thompson an amount equal to Four Million Dollars (\$4,000,000), including the amount paid to Thompson under paragraph 3 of the Second Amcell Agreement and all principal amounts paid to Thompson under subsections 2(a), (b), (c) and (d) above, and less the then fair market value of such portion retained by Thompson, if any.

(ii) Paragraph 6 of the Second Amcell Amendment (which restates the option price under paragraph 4 of the Original Amcell Agreement) is further amended to provide that, in the events set forth therein, the option price to be paid by Amcell Atlantic to Thompson shall be Six Million One Dollars (\$6,000,001), without reduction or offset provided that the option price shall include the amount paid to Thompson under paragraph 3 of the Second Amcell Amendment and all principal amounts paid to Thompson under subsections 2(a), (b), (c) and (d) above.

7. Amcell Guaranty. Amcell guarantees payment and performance of each and every obligation of Amcell Atlantic hereunder and, following the Closing Date, of Amcell Atlantic's and ETC's respective indemnity obligations under the Amcell Indemnity Agreement and the ETC Indemnity Agreements as provided hereunder.

8. General.

(a) In the event of any inconsistency between the terms of this Agreement and the Amcell Agreement, this Agreement shall control.

(b) This Agreement shall be binding upon and inure to the benefit of each party hereto, and his/its successors, assigns, transferees, heirs, legatees, distributees, estates, executors, administrators, personal representatives and other legal representatives. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by

any of the parties hereto without the prior written consent of each of the other parties, which consent may be withheld in the sole discretion of such party.

(c) This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) This Agreement shall be governed by the laws of the State of Oregon.

(e) All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or telecopied with answerback received and a copy of such telecopy mailed as indicated below, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(i) If to Thompson or ETC:

c/o Ellis Thompson  
3806 N.W. McCann Road  
Vancouver, WA 98685;

with a copy to:

Stoll, Stoll, Berne & Lokting, P.C.  
209 S.W. Oak Street  
Portland, Oregon 97204  
Attention: David A. Lokting, Esquire; and

(ii) If to Amcell Atlantic or Amcell:

c/o Comcast Corporation  
1234 Market Street  
Philadelphia, PA 19107

Attention: General Counsel.

(f) This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement signed by all of the parties hereto.

(g) If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, provided that any such determination of invalidity or unenforceability shall not have materially altered the economic benefits or burdens of any party hereto.

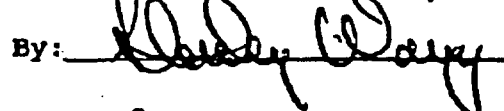
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

  
ELLIS THOMPSON

ELLIS THOMPSON CORPORATION

By:   
Ellis Thompson, President

AMCELL OF ATLANTIC CITY, INC.

By: 

AMERICAN CELLULAR NETWORK CORP.

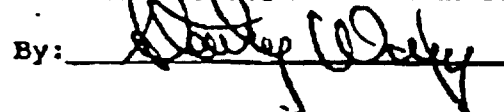
By: 

EXHIBIT 5(g)

BILL OF SALE AND ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ELLIS THOMPSON and ELLIS THOMPSON CORPORATION (together, "Seller"), hereby sell, convey, assign, transfer, set over and deliver to ANCELL OF ATLANTIC CITY, INC. ("Purchaser"), and its successors and assigns forever, all of Seller's right, title and interest, both legal and equitable, in the Interest (as such term is defined in an Exercise Agreement dated May 20, 1992 among, inter alia, Seller and Buyer (the "Agreement")), and Purchaser hereby purchases, accepts and assumes from Seller the Interest, effective as of the close of business on the date hereof.

Seller hereby covenants that, from time to time after the date hereof, at Purchaser's request and without further consideration other than the reimbursement of its reasonable costs, Seller will execute and deliver to Purchaser such other instruments of conveyance and transfer and take such other action as Purchaser reasonably may request to convey more effectively or transfer to, and vest in, Purchaser, or put Purchaser in possession of, any and all of the Interest.

The execution and delivery of this Bill of Sale and Assignment Agreement by Seller shall not be (or deemed to be) an expansion of any representation, warranty, covenant or agreement of Seller in or under the Agreement, which representations,

warranties, covenants and agreements are incorporated herein by reference, nor shall such execution and delivery enlarge or expand upon or increase in any way the obligations of Seller under the Agreement or be deemed a modification of the Agreement in any respect.

The rights and remedies of Purchaser hereunder shall be subject to the terms and provisions of the Agreement.

This Bill of Sale and Assignment Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale and Assignment Agreement to be executed and delivered on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
ELLIS THOMPSON

ELLIS THOMPSON CORPORATION

By:\_\_\_\_\_

ANCELL OF ATLANTIC CITY, INC.

By:\_\_\_\_\_



**CERTIFICATE OF SERVICE**

I, Robert S. Childress, a secretary in the law firm of Fleischman and Walsh, L.L.P., do hereby certify that I have on this 20th day of December, 1994, had copies of the foregoing "Petition For Leave To Amend Application" mailed by U.S. first class mail, postage prepaid, to the following:

\* Honorable Joseph Chachkin  
Federal Communications Commission  
2000 L. Street, N.W., Room 227  
Washington, D.C. 20554

\* Joseph Paul Weber, Esquire  
Wireless Telecommunications Bureau  
Federal Communications Commission  
1919 M Street, N.W., Room 644  
Washington, D.C. 20554

\* Terrence E. Reideler, Esquire  
Wireless Telecommunications Bureau  
Federal Communications Commission  
1919 M Street, N.W., Room 644  
Washington, D.C. 20554

Alan Y. Naftalin, Esquire  
Herbert D. Miller, Esquire  
Koteen & Naftalin  
1150 Connecticut Avenue, N.W.  
Suite 100  
Washington, D.C. 20036

R. Clark Wadlow, Esquire  
Mark D. Schneider, Esquire  
Sidley & Austin  
1722 Eye Street, N.W.  
Washington, D.C. 20006

Louis Gurman, Esquire  
William D. Freedman, Esquire  
Doane Kiechel, Esquire  
Andrea S. Miano, Esquire  
Gurman, Kurtis, Blask & Freedman,  
Chartered  
1400 16th Street, N.W., Suite 500  
Washington, D.C. 20036